IN CONSIDERATION WHEREOF, the Second Party agrees to collect.....per month from each of its employees and to pay the same to THE CLINIC on or before the tenth (10th) day of the following month. In case an employee begins work after the fifteenth of the month, then .....only is to be collected from him to be paid to THE CLINIC. Provided: That in no case a new employee be required to pay a sum in excess of ten cents ($.10) per day for the first three days of his employment.

It is definitely understood and agreed that payments under this contract shall be due on the first day of the month following the month for which they apply, and shall be payable on or before the tenth (10th) day of said following month. For purposes of auditing the payrolls of the Second Party, THE CLINIC shall, upon request, have access to the payrolls of the Second Party at all reasonable times.

11. IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that this contract shall remain in full force and effect for such period of time both of said contracting parties shall agree upon. This contract cannot be canceled or changed by either party without (30) days' notice in writing to the opposite party.

12. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their authorized officials this ..... day of ....., 19.....

EUGENE HOSPITAL & CLINIC

By .....

.....

PARTY OF THE FIRST PART

By .....

PARTY OF THE SECOND PART

3638 Phone 1800

EUGENE HOSPITAL
& CLINIC

1162 Willamette Street Eugene, Oregon

Plaintiff's Exhibit 114

3639 Form 1937

SPECIAL FULL COVERAGE AGREEMENT

State of Oregon

MEMORANDUM OF AGREEMENT, Made and entered into this ..... day of ....., A. D. 19....., between the Coos Bay Hospital Association of North Bend and Marshfield, Oregon, hereinafter called the ASSOCIATION, and .... hereinafter called the EMPLOYER.

WITNESSETH:

1. This ASSOCIATION, for the consideration hereinafter set forth to be paid to it by the EMPLOYER, within the time and times hereinafter mentioned, hereby agrees to furnish to each and all of the employees of the EMPLOYER working in connection with his operation at ..... from time to time during the life of this contract, as occasion demands, and bear the expense thereof, all medicines, medical and surgical services, hospital accommodations, dental and other benefits as follows:

2. All necessary medical and surgical treatment, as set forth below, required by such employees for injuries or sickness, except injuries occuring during working hours, such physicians to be called only when the injury or illness of the employee is too serious for him to call at the physician's office.

3. Emergency Physicians: In case a probably serious injury or illness is sustained by an employee entitled to these benefits and one of the ASSOCIATION's physicians cannot be reached, or is unable to attend such injured or ill employee, the EMPLOYER may call the nearest practicing physicians, licensed by the Oregon State Board of Medical Examiners, to render emergency services to such injured or ill employee until such time as the ASSOCIATION's physicians can give said employee his attention, and the expense of the emergency treatment will be defrayed by the ASSOCIATION. It shall be the duty of the EMPLOYER to immediately notify the ASSOCIATION that said injured or ill employee is in need of medical attention and is being attended by an emergency physician. Emergency treatment does not include surgical operations, except when specifically authorized by the ASSOCIATION.

4. *Specialists*: Services of eye, ear, nose, and throat specialists will be furnished when needed for the care of injury or disease of the eye, ear, nose and throat.

5. *Medicines*: All necessary medicine, medical and surgical supplies as may be used or prescribed by the physicians and surgeons of this ASSOCIATION in the treatment of said employees will be furnished by this ASSOCIATION. In emergency cases, the EMPLOYER is hereby granted permission to purchase such medical and surgical supplies as in his judgment are necessary for such cases, and the expense thereof is to be defrayed by this ASSOCIATION.

6. *First-aid Supplies*: Medicine chests will be immediately delivered to the EMPLOYER or be maintained during the life of this contract as such station or stations as may be indicated by the EMPLOYER, said chests to contain the usual articles such as salve, disinfectants, cotton, bandages, etc., for the use of the employees of the EMPLOYER. The chest and contents not used are to be returned to this ASSOCIATION at the termination of this contract.

7. *Hospital Service*: All necessary services at adequate and well-appointed hospitals to be designated by the ASSOCIATION: SAID HOSPITAL services to include medicines, dressings, private recovery rooms in cases of major surgery, nursing, board, etc., and medical and surgical care and attention; it being understood that said hospital services shall not continue for a period longer than six months for any one sickness or injury occurring out of working hours, but after the expiration of the six months treatment in the hospital, necessary medical and surgical treatment, including medicines, will be continued for a further period of six months; and it being further understood that private rooms, other than stated above, shall be furnished only in those cases of a critical nature, when in the judgment of the attending doctors, private rooms are required, and shall not continue for a longer period than thirty days for any one case

8. *Transportation*: THE ASSOCIATION SHALL PROVIDE FREE TRANSPORTATION AND NECESSARY AMBULANCE SERVICE FOR CONVEYING THE sick and injured to such hospitals as are appointed by the ASSOCIATION to render such hospital service.

9. *Dental Services*: Dental service is to be provided to the extent of the extraction of teeth for the relief of toothache (limited to the extraction of four in any one case)

and the treatment of toothache, the dentist to be designated by the ASSOCIATION.

10. *X-Ray Service*: X-Ray service to be furnished in case of fracture or suspected fractures, and in all other cases as deemed necessary or advisable by the surgeons of the ASSOCIATION.

11. *Private Nurse*: Services of a private nurse in the hospital will be furnished for not to exceed thirty days, when in the judgment of the attending physician, a private nurse is required.

12. *Physical Therapy*: Physical-therapy treatments will be given in all cases when in the judgment of the ASSOCIATION such treatments may be necessary.

3640 13. *Prophylactic Measures*: The ASSOCIATION will furnish such Prophylactic measures as may be necessary in the preventing the spread of disease among employees of the EMPLOYER, including analysis of drinking water, fumigation of buildings that may have been occupied by contagious patients, and vaccination and inoculation of employees to prevent infection and spread of infections or contagious diseases, such as smallpox and typhoid fever, etc.

14. *Coverage*: The coverage of this agreement is to be as follows:

Hospital care, physicians, surgeons, and specialists and the other services provided for in this agreement, as needed for the following conditions:

Accidental injuries, not received during the course of employment.

Acute sicknesses, regardless of where they may occur.

Chronic conditions will be treated for present employees, and for future employees after they have been under the protection of the ASSOCIATION's Special Coverage Service for a period of six consecutive months. This will include hospital care and surgical operations, when needed, for such conditions as goiter, stomach ulcers, gall stones, kidney stones, and other ailments of this nature. Credit will be given employees for time employed elsewhere under the protection of this Association's Special Full Coverage Service, when such employment is immediately preceding their employment under the protection of this contract.

Tonsils will be removed when needed.

Operations for Deviated Septums and acute Sinus conditions will be provided. Future employees will be entitled to this service after they have been employed under the protection of the ASSOCIATION's Special Full Coverage Service for six months.

Appolexy or paralysis will be given treatment and care, provided such condition did not exist prior to date of entering employment or prior to the date this agreement shall become effective.

Tuberculosis and Insanity (for which State care is provided by law) will not be treated in the hospital, excepting that the ASSOCIATION will furnish X-Rays & Laboratory findings.

Cancer will be treated, including treatment by radium, provided such condition has not existed prior to entering employment.

To make it financially possible for the ASSOCIATION to furnish this extensive service for the small fee being charged, it is agreed between the parties hereto that employees requiring hospital care or surgical operations for any of the conditions named herein, shall be entitled to the same only in the hospitals appointed by the ASSOCIATION for rendering such service, and by physicians, surgeons, and specialists employed by the ASSOCIATION for this purpose.

When cases are moved at the request of the ASSOCIATION's physicians or specialists the ASSOCIATION shall pay the necessary transportation expenses.

The services provided for herein shall not apply to the fitting of glasses; conditions resulting from the use of alcohol, drugs or narcotics, veneral diseases, and conditions arising therefrom or to preghancy or childbirth.

In the event of personal injury to any of the employees of the EMPLOYER resulting from acts or omissions for which third parties are legally liable the Medical Contractor shall be subrogated to the rights of the injured employee to the extent of the reasonable value of any medical, surgical or hospital care or other services it has provided for the injured employee.

II.

Should the ASSOCIATION or its attending physicians at any time during the life of this contract determine that any employee of the EMPLOYER is not entitled to the treatment or any treatment herein stipulated, and shall determine that such employee is in the class eliminated or particularly eliminated from benefits herein contemplated,

then, in that event, the EMPLOYER or the employee shall have the right to call in a competent and duly licensed practicing physician or surgeon, and have him examine such person for the purpose of determining whether or not the physician of the ASSOCIATION has correctly diagnosed the case as hereinbefore mentioned; and if such consulting physician and the physician of the ASSOCIATION shall be unable to agee, then, in that event, the ASSOCIATION and EMPLOYER shall select a competent skilled physician or surgeon, duly licensed under the laws of this State, as arbitrator to make examination and diagnosis of the case, and furnish his diagnosis to the parties hereto, and if such diagnosis shall be against the diagnosis of the physician or physicians of the ASSOCIATION, the ASSOCIATION shall pay the fees of the consulting physician and also a reasonable fee of the physician arbitrator aforesaid, but if the diagnosis of the physician arbitrator shall substantially agree with the diagnosis given by the physician or physicians of the ASSOCIATION, then, in that event, the said employee shall pay the fees of such consulting physician and the arbitrator physician called aforesaid.

III.

In consideration of the agreement hereinbefore set forth to be performed by the ASSOCIATION, the EMPLOYER agrees that he will pay to the ASSOCIATION on or before the fifteenth day of each and every month hereafter, while this agreement shall remain in effect, as follows.

3641 Two Dollars ($2.00) for each and every employee of the EMPLOYER employed at the place hereinbefore mentioned who began his employment on or before the fifteenth day of the preceding calendar month and was employed four or more days in said month.

One dollar ($1.00) for each employee who began his employment after the fifteenth day of the preceding calendar month and was employed four or more days in said month.

Ten cents (10) per day for each employee who shall have been employed three days or less in the preceding calendar month.

It is further agreed that the employer shall retain monthly from the moneys owing the ASSOCIATION hereunder the one cent (1c) per work day required to be contributed on behalf of the employees of the employer to the state industrial accident fund.

IV.

The EMPLOYER shall not be required to pay to the ASSOCIATION the hospital fee for the current month for any person, who, upon entering the employment of the EMPLOYER, shall hold a hospital ticket entitling him to medical, surgical, and hospital accomodations in any hospital association in Oregon or Washington. This exemption in the payment of hospital dues shall apply only to the month in which such employee begins his employment with the EMPLOYER. It is mutually agreed between the parties hereto that the ASSOCIATION shall not be required to furnish any of the services stipulated herein for any accidental injury received outside of employment or for any sickness contracted during the period for which the EMPLOYER is exempted from paying hospital fees, it being the intention that for such injury or sickness said employee shall apply for hospital and medical services to the hospital association represented by the hospital ticket he holds.

V.

It is further understood and agreed by and between the parties hereto, that in case any employee for whom the EMPLOYER has paid to the ASSOCIATION THE HOSPITAL FEES FOR ANY CALENDAR MONTH OR PAYROLL PERIOD, OR HAS DEDUCTED SUCH AMOUNT from the wages due said employee in settlement of same, shall leave the employ of the employer before said calendar month or payroll period shall have expired he shall be entitled, notwithstanding such fact, to all the benefits provided by this agreement for injuries and diseases which the ASSOCIATION undertakes by this contract to take care of, which may occur to said employee during such period of time as such services are paid for.

VI.

The EMPLOYER agrees and promises for the purpose of checking up employees of the EMPLOYER, That the ASSOCIATION may have access to and examine the payroll of the EMPLOYER at any reasonable time during working hours.

VII.

The parties hereto further agree that in the event of a violation of the duties of either party hereto, the opposite party may cause written notice to be served upon

the party causing the violation and in the event that said party fails or neglects to make such correction, this contract becomes null and void at the option of the opposite party on the first day of the calendar month following.

It is further understood and agreed by and between the parties hereto that this contract shall take effect on the ..... day of ..... *A. D.* 19....., at 12:00; o'clock A. M. and shall remain in full force and effect for a period of one year.

IN WITNESS WHEREOF, the parties hereto have caused those presents to be executed in duplicate, by their respective officers, pursuant to authority heretofore granted by their boards of directors this ..... day of ..... A. D. 19.....

COOS BAY HOSPITAL ASSOCIATION

Executed in presence of:

..... By: .....

EMPLOYER: .....

..... By: .....

3642 Special Full Coverage Agreement

Coos Bay Hospital Assn.
of
North Bend
and
Marshfield

Form #1937

Plaintiff's Exhibit 115

3643 FULL COVERAGE MEDICAL CONTRACT

(Non-Industrial)

THIS AGREEMENT, Made and entered into this ..... day of ....., 19....., by and between the KLAMATH MEDICAL SERVICE BUREAU, an Oregon corporation, licensed to conduct the business of a Medical Service Bureau under the laws of the State of Oregon, hereinafter called the Bureau and ....., hereinafter called the Employer.

WITNESSETH: That the Bureau, for and in consideration of the sum or sums of money paid to it by the Employer, within the time and times hereinafter mentioned, hereby agrees to furnish to each employee covered under this contract with the Employer working in connection with his operations at ..... from time to time during the life of this contract, as occasion demands, and bear the expense thereof, all medicines, medical and surgical services, hospital accomodations, dental and other benefits as follows:

1. *Medical and Surgical Service*: All necessary medical and surgical treatment, except as hereinafter set forth, required by such employes for injuries or sickness whether or not the same may occur during working hours, by physicians and surgeons of the staff of the Bureau who may be called only when the injury or illness of the employe is of too serious a nature of permit him to call at the physician's or surgeon's office. It is particularly agreed and understood that each and every employe covered by this contract shall be entitled to unrestricted choice of available physicians from the Bureau's list of member Physicians in the treatment of any illness or injury, excepting that the Bureau shall retain the right to direct the medical or surgical procedure in every case when, in the opinion of the Bureau, such direction is required for the welfare of the patient.

2. *Emergency Care*: In the event that a serious injury or illness is sustained by an employe entitled to these benefits and the services of the Bureau or authorized physicians are not available the Employer or the employe may call the nearest available doctor of medicine, licensed by the State Board of Medical Examiners, to render emergency services to such injured or ill employe until such time as the Bureau or an authorized physician can render said employe attention, and the expense of the emergency treatment will be defrayed by the Bureau. It shall be the duty of the Employer to immediately notify the Bureau that said injured or ill employee is in need of medical attention and is being attended by an emergency physician, and the failure to do so shall relieve the Bureau of all responsibility and of any and all further care of said employe. Emergency treatment does not include surgical operations except when specifically authorized by the Bureau.

3. *Traveling Employes*: Employes who are entitled to the benefits of this agreement and may be injured or taken sick while away from the location of the Bureau's operations shall be entitled to medical care and the services of a licensed doctor of medicine in the nearest city or town where the same may be available, said services to be paid for by the Bureau on the basis of the Bureau's regular rates for such services. It shall be the duty of the injured or ill employe to notify the Bureau as soon as possible that he is in need of or is receiving medical care. Failure on the part of said employe to give such notice to the Bureau shall relieve the Bureau from all obligations or liability in connection with any services other than emergency treatment. It is understood that emergency treatment includes surgical operations and extended hospital care only when specifically authorized by the
3644 Bureau.

4. *Specialists*: Services of the Bureau's staff specialists will be provided upon the recommendations of any attending staff physician and surgeon. Services of eye, ear, nose and throat specialists will be furnished when needed for the care of injury or disease of the eye, ear, nose, or throat.

5. *Dental Service*: Dental service shall be provided by Bureau dentists to the extent of the extraction of abcessed teeth and treatment of acute gum trouble for the purpose of immediate relief. Treatment for Vincent's Angina or trench mouth will be furnished as well as dental x-rays when ordered by the attending physician. Treatment of Pyorrhea is not included.

6. *Medicines*: All necessary medicines, medical and Surgical supplies which may be used or prescribed by the physicians or surgeons of the Bureau in the treatment of said employes will be furnished by the Bureau. In emergency cases, the Employer is hereby granted permission to purchase such medical and surgical supplies as are reasonably necessary for such cases, and the expense thereof is to be defrayed by the Bureau.

7. *First Aid Supplies*: A medicine chest will be provided and delivered to the Employer, to be maintained during the life of this contract at such place as may be indicated by the Employer, which chest shall contain the usual first-aid supplies as approved by the physicians of this Bureau. Such chest and the unused contents thereof

are to be returned to the Bureau at the termination of this contract.

8. *Hospital Service*: Hospital service and accomodations when necessary for the treatment of such employes shall be provided by the Bureau in approved general hospitals, as may be arranged for by the Bureau. Such hospital service shall include ward accomodations, board, hospital staff nurse, use of surgery, x-rays, laboratory service, and medical and surgical attendance.

Private rooms will be provided in those cases of a serious nature which in the judgment of the attending physicians require quiet surroundings and special care. Should any such injured or ill employe not require special services but nevertheless desire a private room in said hospital, the Bureau agrees to pay such proportion of the cost of such room as the Bureau would be required to pay for ward service during the same period of time.

9. *Ambulance Service*: The Bureau shall provide the necessary ambulance service or other appropriate transportation for conveying the seriously sick and injured to such hospitals as are appointed by the Bureau to render hospital service in the event that ordinary available transportation shall not be suitable.

10. *Special Nurse*: Services of a special nurse shall be provided when in the judgment of the attending physician or surgeon a special nurse is required.

11. *X-ray Service*: X-ray service shall be provided in case of fracture or suspected fracture, and in such other cases as shall be deemed advisable by the attending physician or surgeon.

12. *Physical-Therapy*: Physical therapy treatments shall be provided in all cases when in the judgment of the attending physician or surgeon such treatment shall be necessary.

13. *Refractions*: Eyes will be examined or tested for glasses by the Bureau's eye, ear, nose and throat specialists. Glasses will not be furnished by the Bureau.

3645 14. *Physical Examinations*: One yearly examination of the entire body, including examination of the heart, lungs, blood pressure, hemoglobin blood test and analysis of the urine will be made by physician members of the Bureau upon request of the employe. Wasser-

man tests, blood counts, fluoroscopic and x-ray examinations are not included excepting when the examining physician finds specific need for same and obtains authorization. Insurance examinations, examinations for marriage licenses and for applications for airplane pilots' licenses are not included.

15. *Prophylactic Measures*: The Bureau will furnish such prophylactic measures as may be necessary in preventing the spread of disease among employes of the Employer. This service includes cooperation with the State Board of Health in the analysis of drinking water and general sanitation work.

16. *Welfare Department*: The Bureau will maintain a welfare department through which it will report to the Employer the condition and progress of patients under its care as requested by the Employer, and will report on such other matters as in its judgment are of special interest to the Employer, including matters which may in any manner affect claims for Workman's Compensation and those affecting the general welfare of the employes of the Employer.

17. *Medical, Surgical and Hospital Coverages*: It is mutually understood and agreed that this agreement shall cover hospital, medical and surgical treatment, and other services as hereinabove provided in the following cases:

a. All accidental injuries received by an employe during the term of this coverage excepting industrial accidents.

b. All acute sickness occurring at any time during the term of his coverage.

c. Chronic conditions that become acute will be treated for present subscribers, and for future employes after they have been under the protection of the Bureau's Full Coverage Medical Service for a period of six consecutive months, providing that such conditions did not originate prior to the time that such employes were first protected under the Bureau's Full Coverage Medical Service Contract. This will include hospital care and surgical operations, when needed for such conditions as goiter, stomach ulcers, gall stones, kidney stones, and other ailments of this nature. Credit will be given employes for time em-

ployed elsewhere under the protection of the Bureau's Full Coverage Medical Service, when such employment is immediately preceding their employment under the protection of this contract. Chronic conditions originating prior to the time that such employes were first protected under the Bureau's Full Coverage Medical Service are not covered by this contract.

d. Operations and treatments for traumatic deviated septums, acute sinues conditions, hernia and diseased tonsils shall be furnished when needed, providing that such conditions did not originate prior to the time that the affected employes were first protected under the Bureau's Full Coverage Service. Future employes who subscribe will be entitled to this service, with the same limitations, after they have been employed under the protection of the Bureau's Full Coverage Medical Service for six months.

3646 e. Tuberculosis shall be treated, provided such condition was not active prior to the time this agreement becomes effective. Future employes who subscribe will be entitled to this service only when the condition does not become active within six months after they have been employed under the protection of the Bureau's Full Coverage Medical Service.

f. Cancer will be treated, including treatment by radium, provided such condition develops after this agreement becomes effective. Future employes who subscribe will be entitled to this service only when the condition does not develop within six months after they have been employed under the protection of the Bureau's Full Coverage Medical Service.

g. "Chronic Conditions" as used herein are those conditions of prolonged duration characterized by slowly progressing symptoms as differentiated from "Acute Conditions" which are defined as those ailments of recent origin coming speedily to a crisis.

18. *Exemptions and Limitations:*

a. The benefits of this agreement do not apply to insanity, pregnancy, female disorders, venereal diseases, alcoholism, drug addiction, pyorrhea, deformities, congenital physical defects, attempts at suicide, nor to any condition that is active or manifestly ex-

isting at the time of the employe coming under this agreement, subject, however, to the provisions of section (17) of this agreement, nor to injuries occurring to the employe prior to the date such employe comes under the terms of this agreement. The benefits likewise shall not apply to injuries resulting from acts of personal violence in which the injured employe was the aggressor, nor to injuries or illness sustained as a result of the use of intoxicating liquors, drugs, or narcotics by the injured or ill employe and where the use of such intoxicating liquors, drugs or narcotics was the primary cause of the sustaining of such injuries or illness.

b. The Bureau shall not be required to furnish hospital nursing or ambulance services for diseases subject to quarantine, or for afflictions or diseases that become epidemic, but shall furnish doctor's services and necessary medicines.

c. All benefits herein provided for are limited to one year in any one case. Hospital care is limited to six months in any one case and private rooms and/or special nurses are limited to thirty days in any one case. It is understood that the period of thirty days provided herein for private rooms, and/or special nurses shall not be construed as to limit hospital and/or sanatorium care to a period of thirty days, but shall be a part of the hospital and/or sanatorium care of six months as provided for herein.

d. Injuries resulting from employment are not included in this agreement, it being understood that the medical, surgical and hospital care, etc., for such cases are under the supervision and control of the State Industrial Accident Commission, and other insurance carrier or the Employer and nothing herein shall be construed as affecting the care of such cases.

e. In the event of personal injury to any of the employes of the Employer subject to care under this agreement resulting from acts or omissions for which third parties are legally liable, the Bureau
3647 shall be subrogated to the rights of the injured employe to the extent of the reasonable value of medical, surgical or hospital care or other services it has provided for the injured employe.

f. To make it financially possible for the Bureau to furnish the extensive service for the small fee being charged, it is agreed between the parties hereto that employes requiring hospital care, surgical operations, or medical services for any of the conditions named herein, shall be entitled to the same only in hospitals appointed by the Bureau for rendering such services, and by physicians, surgeons, and specialists employed by the Bureau for this purpose.

g. Accidental injuries received during the course of employment while flying or otherwise by employes of individually owned or company owned aircraft are not covered by this contract.

h. The Bureau shall not be held responsible for the furnishing of services other than those reasonably available in the event that conditions beyond its control should arise, such as conditions of war; catastrophes, floods, earthquakes, fires and general strikes.

19. Should the Bureau or its attending physicians at any time during the life of this contract determine that any employe of the Employer is not entitled to the treatment or any treatment herein stipulated, and shall determine that such employe is in the class eliminated or partially eliminated from benefits herein contemplated, then, in that event, the Employer or the employe shall have the right to call in a competent and duly licensed practicing medical physician or surgeon, to examine such person for the purpose of determining whether or not the physicians of the Bureau have correctly diagnosed the case as hereinbefore mentioned. If such consulting physician and the physicians of the Bureau shall be unable to agree then in that event the Bureau and the Employer shall select a competent skilled medical physician or surgeon, duly licensed under the laws of this State, as arbitrator to make examination and diagnosis of the case, and furnish his diagnosis to the parties hereto. When such diagnosis shall be furnished, the same shall be final and if such diagnosis shall be contrary to the diagnosis of the physician or physicians of the Bureau, the Bureau shall pay the fees of the consulting physicians and also a reasonable fee of the physician arbitrator. If the diagnosis of the physician arbitrator shall substantially agree with diagnosis given by the physician or physicians of the Bureau then, in that event, the said employe shall be re-

sponsible for the fees of such consulting physician and arbitrator physician.

20. In consideration of the agreements hereinbefore set forth to be kept and performed by the Bureau, the Employer agrees to pay to the Bureau on or before the fifteenth day of each and every month hereafter, during the time this agreement shall remain in effect, as follows:

a. Two Dollars ($2.00) for each employe covered under this contract, with the Employer employed at the place hereinbefore mentioned, who began his employment on or before the fifteenth day of the preceding calendar month and was employed four or more days in said month.

b. One Dollar ($1.00) for each employe who began his employment after the fifteenth day of the preceding calendar month and was employed four or more days in said month.

3648 c. Ten Cents ($.10) per day for each employe who shall have been employed three days or less in the preceding calendar month.

d. In the event that the Employer's operations are protected under the Workmen's Compensation Law, it is further agreed that by mutual consent of the parties hereto the Bureau may enter into a contract with the State Industrial Accident Commission for providing all first aid, medical, surgical, hospital and transportation services required under the provisions of the Workmen's Compensation Law and the rules and regulations of the said Commission, said contract to be according to the terms and rates adopted by said Commission.

e. The employer shall not be required to pay to the Bureau the hospital fee for the current month for any person who, upon entering the employment of the Employer, shall hold a hospital certificate entitling him to medical, surgical and hospital accommodations in any hospital association in Oregon or Washington. This exemption in the payment of hospital dues shall apply only to the month in which such employe begins his employment with the Employer. It is mutually agreed between the parties hereto that the Bureau shall not be required to furnish any of the services stipulated herein for any accidental injury received

outside of employment or for any sickness contracted during the period for which the Employer is exempted from paying hospital fees, it begin the intention that for such injury or sickness said employe shall apply for hospital and medical services to the hospital association represented by the hospital cerificate he holds.

f. It is further understood and agreed by and between the parties hereto, that in case any employe for whom the Employer has paid to the Bureau the hospital fees for any calendar month or payroll period, or has deducted such amount from the wages due said employe in settlement of same, shall leave the employ of the Employer before said calendar month or payroll period shall have expired he shall be entitled, notwithstanding such fact, to all the benefits provided by this agreement for injuries and diseases which the Bureau undertakes by this contract to take care of, which may occur to said employe during such period of time as such services are paid for.

g. The Employer agrees and promises that the Bureau may at proper times, examine the payroll of the Employer for the purpose of auditing the same in connection with the fees agreed to be paid by the Employer.

21. It is understood and agreed by and between the parties hereto that this agreement shall remain in full force and effect from the ..... day of ....., 19....., to the thirty-first day of December, 19....., or for such part of said period as the parties hereto shall perform the duties herein provided for, and that this agreement can be terminated or rescinded by either party by rendering thirty days' notice in writing to the opposite party that the agreement herein contained is being violated.

While by its terms this agreement expires on the thirty-first day of December, 19....., it is agreed that unless one party to this agreement gives to the other, at least fifteen days before the expiration of the said period, written notice of its election that the agreement shall terminate at the said time, it will continue in full force and effect for the succeeding calendar year and thereafter will continue in full force and effect from year to year unless at least fifteen days prior to the expiration of

3649

any calendar year one party shall give to the other written notice of its election so to terminate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to authority heretofore granted, as of the date first hereinabove written.

KLAMATH MEDICAL SERVICE BUREAU
(Seal)

By .....
President/Vice-President

By .....
Secretary/Asst-Secretary

.....
Employer (seal)

By .....
(Executive Officer)

2322

Plaintiff's Exhibit 116

3651

THE ONLY PLAN IN OREGON FOR PREPAID HEALTH CARE APPROVED BY THE AMERICAN HOSPITAL ASSOCIATION

HAS A HOSPITAL BILL

Dear Doctor,

Blue Cross has no restricted list of doctors. Choose your own doctor of medicine. He will arrange for your hospitalization.

CHOOSE YOUR OWN DOCTOR

At the hospital present your Blue Cross identification card. That is all that is necessary— no red tape, no delay.

TO ENTER THE HOSPITAL

WHO CAN JOIN

NON-GROUP MEMBERSHIP is for the self-employed or self-supporting or those working with less than five, the minimum required to form a group; or those working where a group cannot be formed. Membership dues are paid directly to Blue Cross.

OTHER DIRECT PAY MEMBERS include conversions from groups (No registration fee required); and transfers from other states.

FAMILY PROTECTION: You can enroll your wife or husband and all unmarried children under 19 in all direct pay memberships.

OFFICERS AND TRUSTEES

E. B. MacNaughton . . . President
Stanley Lamb, M.D. . . Vice-President
Frank J. Walter . . . . Treasurer
R. W. Nelson . . . . . Secretary

S. M. Barnard
Sister M. Cyril
Celia P. Bast
Wm. Gehlsdorf
Paul R. Hanson
Werner W. Hendrickson
Sister John of the Cross
Charles N. Holman, M.D.
E. H. McLean, M.D.
Sister M. Melchior
C. O. Moberg
Sister Rose Imelda
Chas. E. Sears, M.D.
Morton Tompkins
W. P. Stalnaker
Catlin Wolfard

Frank F. Dickson, Executive Director

Blue Cross Plan
NORTHWEST HOSPITAL SERVICE
OREGONIAN BLDG. CAPITOL 4261
1320 S. W. Broadway
PORTLAND 1, OREGON

BLUE CROSS

Non-Group

Prepaid Co...

HOSPITAL - MEDICAL - SURGICAL

Participating Hospitals

OREGON

PORTLAND

Doernbecher Memorial	Physicians & Surgeons
Emanuel	Portland Sanitarium
Good Samaritan	Providence
Holladay Park	St. Vincent

ASHLAND—Ashland Community
ASTORIA—Columbia and St. Mary
BAKER—St. Elizabeth
BEND—St. Charles
BURNS—Valley View
CORVALLIS—Good Samaritan
DALLAS—Dallas
EUGENE—Sacred Heart General
HILLSBORO—Jones
HOOD RIVER—Hood River
LaGRANDE—Grande Ronde and St. Joseph
McMINNVILLE—McMinnville
MEDFORD—Sacred Heart and Community
ONTARIO—Holy Rosary
OREGON CITY—Oregon City and Hutchinson General
PENDLETON—St. Anthony
PRAIRIE CITY—Blue Mountain General
REDMOND—Medical-Dental
ROSEBURG—Mercy Hospital
SALEM—Salem General and Salem Memorial
SEASIDE—Seaside
SILVERTON—Silverton General
THE DALLES—Mid-Columbia and The Dalles General
TILLAMOOK—Tillamook General
TOLEDO—Lincoln
WOODBURN—Woodburn

WASHINGTON

VANCOUVER—Vancouver Memorial and St. Joseph

Plaintiff's Exhibit 122

3652 NORTHWEST HOSPITAL SERVICE PLAN

BY-LAWS

ARTICLE I.

Board of Trustees

Section 1. The original incorporators shall elect to membership in the corporation the members of the first Board of Trustees named in the Articles of Incorporation, and the Board of Trustees of the corporation shall constitute the only membership of the corporation.

Section 2. The business, property and affairs of this corporation shall be managed by a Board of Trustees constituting of fifteen (15) members.

Section 3. Qualification of Trustees: At least nine (9) members of the Board of Trustees shall be either hospital administrators or other individuals affiliated with the participating hospitals. Three (3) members of the medical profession of the State of Oregon and three (3) members shall be from the general public.

Section 4. (a) The participating hospitals acting jointly, shall nominate not less than two (2) candidates for each trustee to be elected as a member affiliated with a hospital; one-half of the candidates so nominated shall be hospital administrators. The participating hospitals shall determine for themselves the method and manner of making such nominations. The names of the nominees shall, however, be filed with the Secretary of the corporation at least ten (10) days before the annual meeting of the Board of Trustee. The Board of Trustees shall elect from the nominees so filed, the board members and such election shall be made in a manner which will not result in more than nine (9) hospital administrators and persons rep-
3653 resenting hospitals other than hospital administrators being members of the Board of Trustees of this corporation at any one time; provided, however, in the event the participating hospitals fail to select and file with the Secretary its nominees at the time and in the manner provided herein, the Board may elect its member representatives without such nominees.

(b) One (1) candidate for each of the three (3) trustees belonging to the medical profession to be elected shall be nominated by the Oregon State Medical Society in such manner as it may determine and from such nominees the Board shall elect the members to serve on the Board. Should any nominees of the Oregon State Medical Society be not elected by the Board, the Society shall furnish another nominee who shall then be considered for membership by the Board.

(c) The three (3) members of the Board of Trustees from the general public shall be nominated and elected by the Board at its annual election or whenever vacancies in this classification occur.

(d) The provisions of subsections (a), (b) and (c) of this Article and section shall apply to all annual elections of the Board subsequent to and except the first election of the trustees by the incorporators.

• • • • •

OREGON'S APPROVED MEDICAL SERVICE PLAN

PREPAID medical and hospital coverage has been provided for groups of employed persons for as long as forty-five years in certain sections of the state of Oregon. During the past quarter of a century the development of this type of service in Oregon has become rather widespread.

BEFORE—ELEVEN PHYSICIAN-COOPERATIVE MEDICAL SERVICE ORGANIZATIONS IN WESTERN OREGON ONLY

Physician-cooperative organizations, offering the widest available choice of doctors and other advantages, gradually have played a prominent part in the medical coverage picture during the last decade. Until fairly recently, operations of the physician-cooperative organizations have been confined mainly to the western one-third of the state, where eleven doctor-owned localized or sectionalized medical service organizations have been operating. The centers of activities of these organizations have been located in Portland, Oregon City, Salem, Eugene, Marshfield, Coquille, Myrtle Point, Medford, Klamath Falls and Lakeview. All of these doctor-owned organizations have confined their activities largely to the individual counties in which central offices have been located, with the exception

of the Portland and Salem groups which have operated in the several counties located conveniently to their central offices.

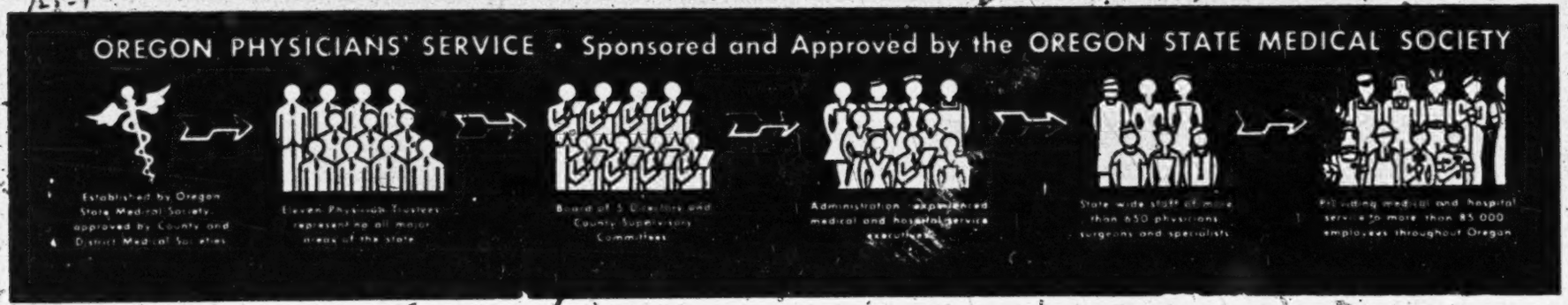
For the most part the doctor-owned organizations have operated satisfactorily in their comparatively limited localized areas. Nevertheless, the services of doctors' organizations have not been available heretofore in full counties and parts of counties in Western Oregon, whereas the eastern two-thirds of the state has been outside the field served by the local, doctor-owned medical service bureaus and associations.

While the eleven doctor-owned organizations have utilized reasonably effective reciprocal arrangements for some years, nevertheless, the program has not always been sufficiently effective to accomplish all desired objectives. The proper rendering of service under state-wide contracts always has constituted a problem for the reason that no single local organization has enjoyed the broad facilities which are so desirable in the servicing of state-wide or sectionalized contracts. The difference in names of the several organizations, the variance in procedures and other points occasionally have caused unavoidable confusion. Although the localized organizations have performed excellent service in many respects, the natural difficulties involved have been awkward to overcome.

NOW—OREGON PHYSICIANS' SERVICE; A STATE-WIDE DOCTOR-COOPERATIVE MEDICAL SERVICE ORGANIZATION

(Cooperating with approved County organizations)

The need for a state-wide doctor-cooperative medical service organization has been apparent to many interested parties for some years. Actual development of such an organization naturally has


OREGON PHYSICIANS' SERVICE • Sponsored and Approved by the OREGON STATE MEDICAL SOCIETY
Established by Oregon State Medical Society, approved by County and District Medical Societies
Eleven Physician Trustees represent the all major areas of the state
Board of 5 Directors and County Supervisory Committees
Administration experienced medical and hospital service executives
State wide staff of more than 650 physicians surgeons and specialists
Providing medical and hospital service to more than 85 000 employees throughout Oregon

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Plaintiff's Exhibit 125
2326

been somewhat slow, but during 1941 strong action was taken by leading figures in the Oregon medical profession toward the organization of an effective state-wide medical and hospital service.

Oregon Physicians' Service was established through appropriations of required initial funds by the Oregon State Medical Society. Additional capital has been provided as required through stockholdings held by cooperating physicians in numerous sections of the state.

EQUAL REPRESENTATION FOR ALL SECTIONS OF OREGON

The structure of Oregon Physicians' Service is such that all sections of the state will have reasonable amounts of influence in the operations of the organization. No single section of Oregon or combination of sections will be in a position to control Oregon Physicians' Service at any time. Only the majority will govern. Developments and operations of the organization will be determined at all times by the combined opinions of representatives of all sections of the state.

The destinies of Oregon Physicians' Service have been placed in the hands of eleven physician trustees elected from all the major areas of Oregon, with not more than one trustee from any single county. These trustees function under a ten year Voting Trust Agreement, which is renewable each ten years hereafter.

A Board of Directors has been selected from among the trustees for the purpose of directing the affairs of Oregon Physicians' Service. Currently functioning trustees representing all major areas of the state are located in the following cities: Ontario, Pendleton, The Dalles, Portland, Astoria, Salem, Corvallis, Eugene, Coquille, Medford and Klamath Falls.

The administration and public relations of Oregon Physicians' Service are in the hands of lay business managers who have enjoyed considerable

PLAINTIFF'S DEFENDANT'S
PRE-TRIAL
EXHIBIT
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experience in the operation of medical and hospital service plans in several sections of Oregon.

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GROWTH OF OREGON PHYSICIANS' SERVICE

The growth of Oregon Physicians' Service has been sizeable and rapid. In addition to operating at this time in most sections of the state, Oregon Physicians' Service has fully taken over the operations of the Southern Oregon Medical Service Association of Medford and the Physicians and Surgeons Hospital Association of Salem. Operations of the Multnomah Medical Service Bureau of Portland are now in the process of being merged into Oregon Physicians' Service, and this procedure will be completed in the early months of 1944. Full cooperation of the physician-members of the amalgamated organizations has been obtained in all respects.

At the present time Oregon Physicians' Service furnishes medical and hospital protection to more than 85,000 employes throughout the state of Oregon. Wide acceptance has caused Oregon Physicians' Service to hold a very much larger coverage than that enjoyed by any other medical contractor in this area. It is also interesting to note that the Oregon Physicians' Service state-wide staff of more than six hundred and fifty physicians, surgeons and specialists is considerably larger than any staff list ever presented by any medical service bureau or hospital association operating in this state.

For additional information please contact—

OREGON PHYSICIANS' Service

337 PITTOCK BLOCK • PORTLAND 5, OREGON

190 SOUTH LIBERTY STREET • SALEM, OREGON

225 MEDFORD CENTER BLDG. • MEDFORD, ORE.

August, 1943

FURNISHED BY CLYDE C. FOLEY
O.S.M.S.

FURNISHED BY CLYDE C. FOLEY
O.S.M.S.

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Background and Development of OREGON PHYSICIANS' SERVICE

SPONSORED AND APPROVED BY THE OREGON STATE MEDICAL SOCIETY

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Plaintiff's Exhibit 126

OREGON PHYSICIANS' SERVICE

OPERATING PROCEDURES AND SCHEDULE of FEES

Effective February 1, 1948

SPONSORED BY OREGON STATE MEDICAL SOCIETY

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OREGON PHYSICIANS' SERVICE

OPERATING PROCEDURES AND SCHEDULE of FEES

Effective February 1, 1948

OFFICES:

455 Ferry Street.....Salem, Ore.
Phone 9187

225 Medford Center Bldg., Medford, Ore.
Phone 4044

1214 S.W. Sixth Avenue, Portland 4, Ore.
Ph. AT 8691

SPONSORED BY OREGON STATE MEDICAL SOCIETY

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OREGON PHYSICIANS' SERVICE

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OREGON PHYSICIANS' SERVICE Trustees, Directors and Administrators

TRUSTEES

R. R. BELKNAP, M. D. ..... Ontario
J. P. BRENNAN, M. D. ..... Pendleton
C. I. DRUMMOND, M. D. ..... Medford
HENRY GARNJOBST, M. D. ..... Corvallis
M. W. HEMINGWAY, M. D. ..... Bend
G. I. HURLEY, M. D. ..... Eugene
G. B. LEITCH, M. D. ..... Portland
J. D. RANKIN, M. D. ..... Coquille
D. R. ROSS, M. D. ..... Salem
L. M. SPALDING, M. D. ..... Astoria
R. W. STEARNS, M. D. ..... Klamath Falls

DIRECTORS (1947-1948)

D. R. ROSS, M. D., *President* ..... Salem
J. P. BRENNAN, M. D., *Vice President* ..... Pendleton
C. I. DRUMMOND, M. D., *Secretary* ..... Medford
G. B. LEITCH, M. D., *Treasurer* ..... Portland
L. M. SPALDING, M. D. ..... Astoria

General Manager: WILLARD C. MARSHALL
Assistant General Manager: JOSEPH E. HARVEY, JR.

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O.P.S. operates directly in 32 of Oregon's 36 counties; and cooperates fully with physician-sponsored plans in:

CLACKAMAS COUNTY

Physicians Association of Clackamas County.

COOS COUNTY

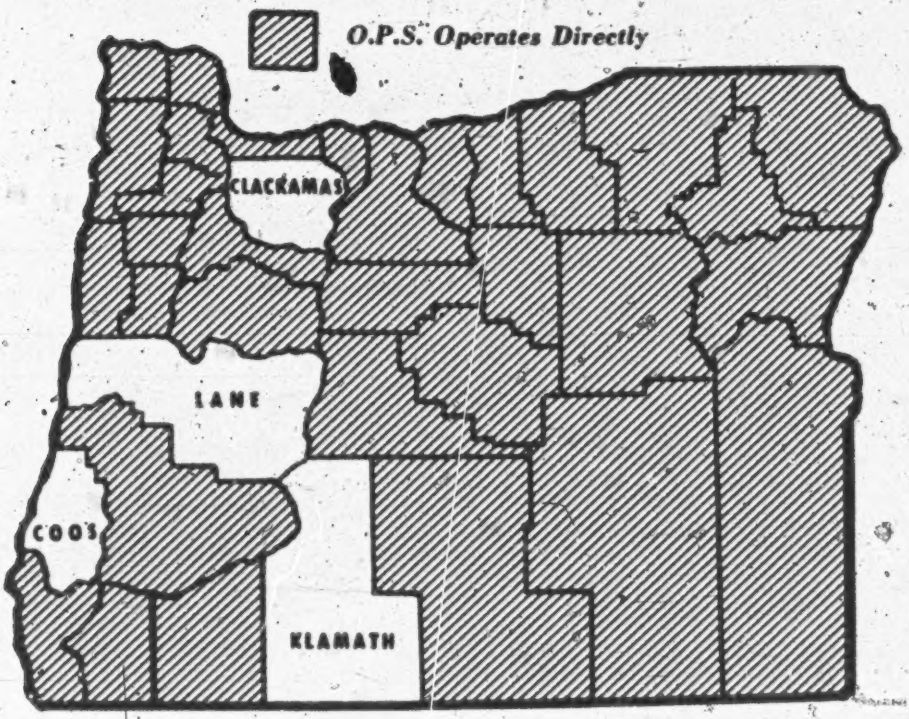
Coos Bay Hospital Association.

LANE COUNTY

Pacific Hospital Association.

KLAMATH COUNTY

Klamath Medical Service Bureau.



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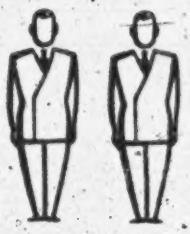
O.P.S. is authorized (subject to approval of local medical groups) to offer the following kinds of prepayment medical and hospital service:

1. FULL COVERAGE MEDICAL & HOSPITAL SERVICE



To Employed groups of 4 or more persons

To Heads of farm families through responsible Rural Organizations

2. SURGICAL, LIMITED MEDICAL & HOSPITAL SERVICE

To Families of group subscribers

To Farm Families

To Families of Individual Semi-Full Coverage Subscribers

3. SEMI-FULL COVERAGE MEDICAL & HOSPITAL SERVICE (1 visit deductible)

To Employed Individuals (who cannot secure coverage through a group)

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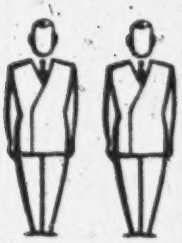
Full Coverage Medical and Hospital Service; "EMPLOYED GROUP" Plan



AVAILABLE TO EMPLOYED GROUPS OF 4 OR MORE

MEDICAL CARE BENEFITS

Treatment and Surgery for as long as one year for all sickness and for injuries originating under and stipulated by the contract are furnished by O.P.S. cooperating physicians and surgeons.

Surgical and Consultation services of O.P.S. cooperating specialists upon referral by attending O.P.S. physician or surgeon.

Emergency Medical and Surgical treatment when cooperating physicians are not available. The subscriber may call the nearest available medical doctor to render emergency services. The cost of such services will be defrayed to the extent of O.P.S. schedule rates. Traveling employes may use this emergency service when necessary anywhere within continental North America.

Routine Physical Examination upon request, not oftener than once yearly.

Eye Examination by O.P.S. cooperating eye specialists.

X-Ray service upon recommendation of attending O.P.S. physician or surgeon.

HOSPITAL BENEFITS

Complete Hospital Care in a ward room, for as long as six months; and for as long as three months in certain contract specified cases.

General nursing service.

Dietary Services.

Use of operating rooms.

Anesthesia.

Surgical and anesthetic supplies.

Splints, casts and dressings.

Laboratory examination.

Drugs and medications (for hospitalized cases).

Emergency room care for accidental injuries.

Choice of any cooperating hospital in Oregon.

Special nursing service for as long as thirty days for serious cases, upon request of the attending physician or surgeon.

Private room for as long as thirty days for serious cases, upon advice of attending physician or surgeon.

Cost to Subscribers 3.00 per month payable monthly

OTHER FULL COVERAGE BENEFITS

Dental Service for treatment of acute gum conditions, and simple extraction of teeth for immediate relief. Additional extractions and full-mouth x-rays for treatment of systemic sickness, upon referral of attending physician. (Systemic sickness must be subject to coverage by O.P.S.)

Physical Therapy treatments, when such treatments shall be deemed advisable by the attending physician or surgeon.

Ambulance Service or other appropriate transportation for conveying the seriously sick or injured to hospitals.

First Aid Supplies. First Aid cabinets for use in sickness and non-occupational accident cases will be provided and maintained by O.P.S. for use of all subscribers covered in each employe group. Supplies for industrial accident cases are provided when arrangements are made with the industrial compensation carrier.

Prophylactic Measures will be furnished by O.P.S. to prevent the spread of disease among groups of persons covered by its contracts. This includes vaccines and serums for virulent diseases.

LIMITATIONS

Physician's services—one year from onset in any case.

Special nursing and private room—30 days.

Hospitalization—6 months in any case.

3 months:
- tuberculosis
- cerebral conditions
- malignancies
- heart conditions

EXCLUSIONS

The benefits of the plan do not apply to the following:

Pre-existing illness or injury, (Illness or injury that existed prior to membership.)

Chronic illness arising during first six months of membership.

Occupational injuries and diseases.

Insanity.
Mental Disorder.
Alcoholism.
Drug Addiction.
Venereal Disease.
Deformities.
Congenital Defects.
Attempts at Suicide.
Conditions resulting from criminal acts.
Conditions resulting from childbirth.

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Surgical, Limited Medical, and Hospital Service Plan

Cost to Subscribers

1. For Families of Employe Group (full coverage) Subscribers:

	per mo.
Spouse	$2.00
1st child	1.35
2nd child	.75
3rd child	.50

No charge for additional children.

Deducted from payroll with employe group dues

● ● ●

2. For Employed Individuals and Their Families:

Employed Individual	$2.25
Spouse	2.00
1st child	1.35
2nd child	.75
3rd child	.50

No charge for additional children.

Payable quarterly in advance

Available to

1 Families of Employe Group (full coverage) Subscribers.

2 Employed Individuals and Their Families.

MEDICAL AND SURGICAL BENEFITS

1 **Surgical service for major and minor operations** involving cutting or incision, performed in or out of a hospital, for the treatment of coverable illness or injury.

2 **Medical service for sickness requiring hospitalization.**

3 **Treatment of fractures and dislocations,** including X-rays in fracture and dislocation cases, shall be furnished at a physician's office or at a hospital.

4 **O.P.S. shall defray the cost of pre-natal and obstetrical service** rendered by a cooperating staff physician up to a maximum of $50.00 when prospective normal delivery date is at least 10 months after start of continuous membership. Such payment is intended as an "allowance" in the event that the total cost of professional pre-natal and obstetrical services should exceed the above stipulated amount in any such case.

5 **The surgical and consultation services of O.P.S. cooperating staff specialists** will be provided for any coverable case upon the recommendation of any attending staff physician and surgeon. Services of staff eye, ear, nose and throat specialists will be furnished when needed for the care of the eye, ear, nose or throat.

6 **Emergency Surgical Services outside the State of Oregon,** but within continental North America, from licensed medical physicians and surgeons up to a maximum of $50.00 in any one case.

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HOSPITAL BENEFITS

(From cooperating hospitals when subscriber is a registered bed patient under the care of an O.P.S. cooperating physician.)

1 **FULL COST of listed hospital services for 21 days'** care in a room of three or more beds for each separate ailment.

2 **PLUS ONE-HALF COST of listed hospital services for an additional 90 days** immediately following the 21 days.

3 **Meals and dietary services.**

4 **General nursing care.**

5 **Use of operating rooms.**

6 **Delivery room service in maternity cases.**

7 **Anesthesia.**

8 **Surgical and anesthetic supplies.**

9 **Routine splints, casts and dressings.**

10 **Routine laboratory examinations,** but not in excess of $10 per hospital admission.

11 **Diagnostic X-ray service** for patients confined in hospitals.

12 **Electrocardiograms and basal metabolism tests.**

13 **Drugs and medications in hospitalized cases** up to but not in excess of $10 per hospital admission.

14 **Maternity care hospitalization allowance up to sixty dollars,** after 10 months' membership. (In addition to physician's service allowance up to $50.00).

15 **Hospital emergency room care for accidental injuries.**

16 **Choice of any cooperating hospital in Oregon.** Allowance up to six dollars per day for maximum of 21 days for emergency hospitalization in any other licensed hospital within continental North America.

(If a private room is desired in any hospitalized case, the member may obtain this service by paying the additional cost direct to the hospital.)

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LIMITATIONS

Physician's services—6 months in any one case.

Hospitalization—21 days at full cost; an additional 90 days at ½ cost.

EXCLUSIONS

The benefits of the plan do not apply to the following:

Office and home visits in medical cases
Pre-existing illness or injury
Hospitalization for diagnosis or rest cure only

Occupational injury or disease.
Dental services.
Tuberculosis.
Insanity.
Alcoholism.
Drug addiction.
Venereal disease.
Deformities.
Congenital defects.
Attempts at suicide.
Conditions resulting from criminal acts.
Services of non-staff doctors.

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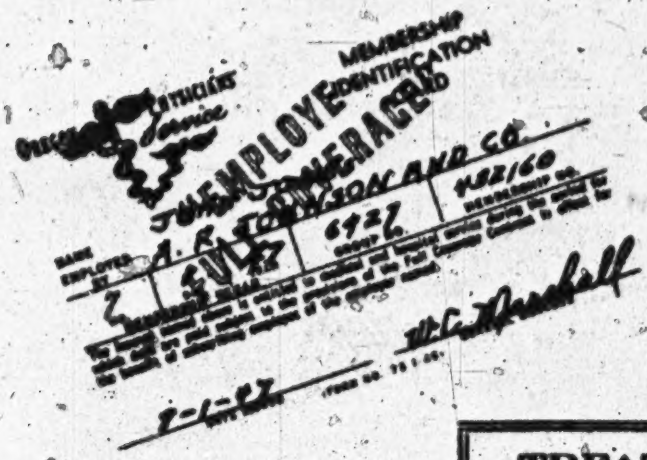
IDENTIFYING THE O. P. S.

HIS TYPE OF



Either or both of these forms of identification may be used to identify the **Full Coverage Medical and Hospital Service Subscriber.**

TREATMENT REQUISITION

Treatment requisitions are available **only** to full coverage subscribers.

TREATMENT REQUISITION

Must Be Furnished At First Call To Doctor

DIVISION OFFICE
471 PITTOCK BLOCK, PORTLAND 5, OREGON
ATWATER 8691

Valid only when presented to O.P.S. Physicians' Office
INDUSTRIAL ACCIDENTS ARE NOT COVERED

O.P.S. Membership No. 432160 Date 10-20-47
Name John Jones member dues 7-1-47
Employer A.R. Johnson Co Code No.
has paid dues for period ending 10-30 1947 and is entitled to treatment.
Issued by B. Fr. Brown Oregon
Signature of Subscriber John Jones
Address of Subscriber 461 N Adams Ave

Doctor's Report: Bills cannot be cleared for payment unless complete information is given.

Date of visit
DIAGNOSIS:
CAUSE: (Check one): ☐ Sickness ☐ Traffic accident ☐ Injury from other cause ☐ Industrial injury ☐ Occupational disease ☐ Other injury
Total number of calls this month
Status of case: (Check one):
☐ New this month; completed this month. ☐ Continued from previous month; completed.
☐ New this month; continued into next month. ☐ Continued from previous month; continued.

Description of professional services	Fees
DATE	

Code No.
Attending Physician

Nights, Sundays and Holidays Telephone AT. 4178

Each O.P.S. member has been issued a permanent

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MEMBER AND DETERMINING COVERAGE

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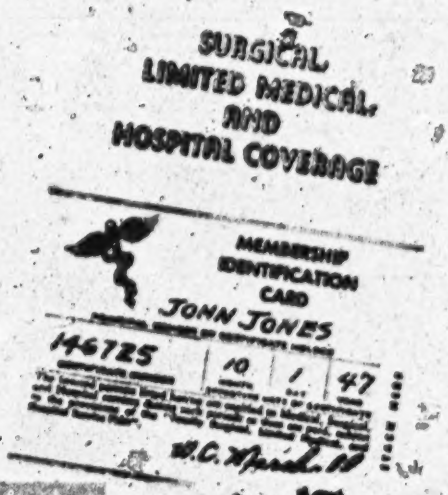
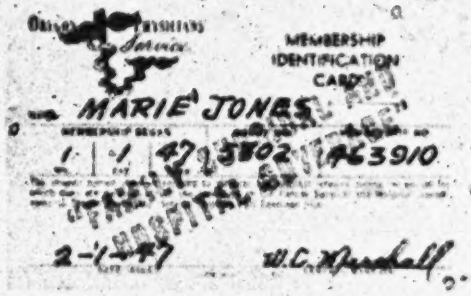
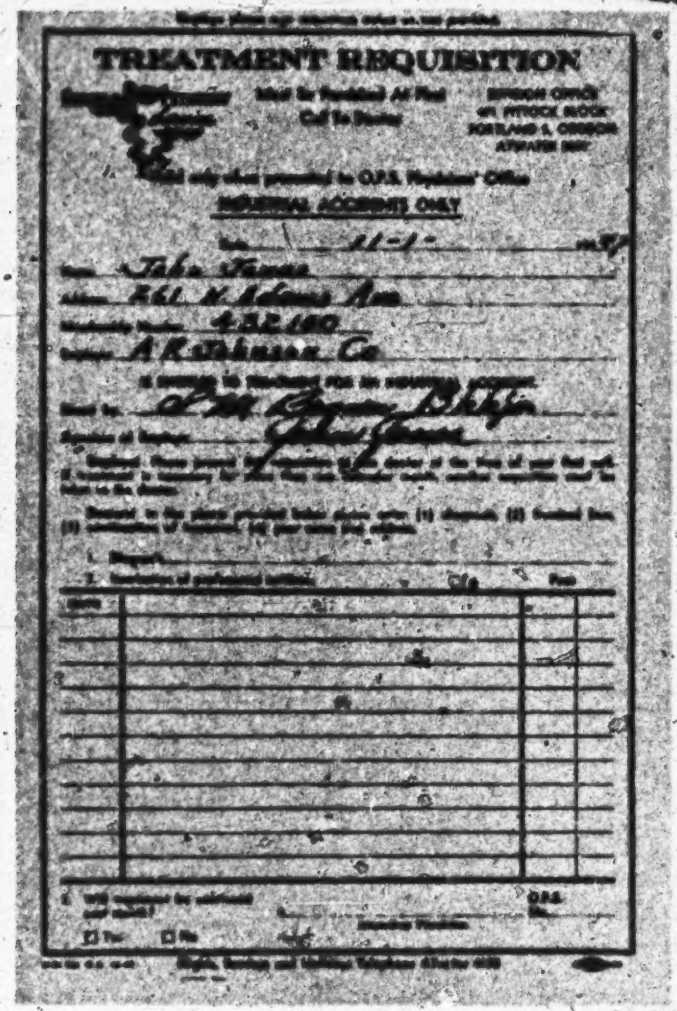
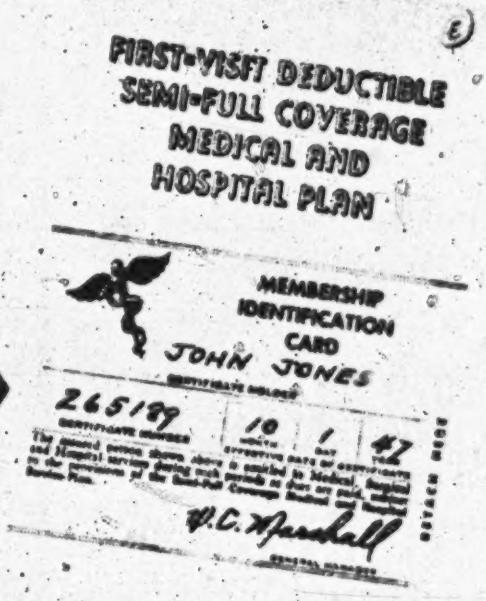
These 2 cards identify the members of the **Surgical, Limited Medical and Hospital Service Plan.**







This **SPECIAL** Treatment Requisition is used to identify subscribers who are covered for "on-the-job" (industrial) accidents.

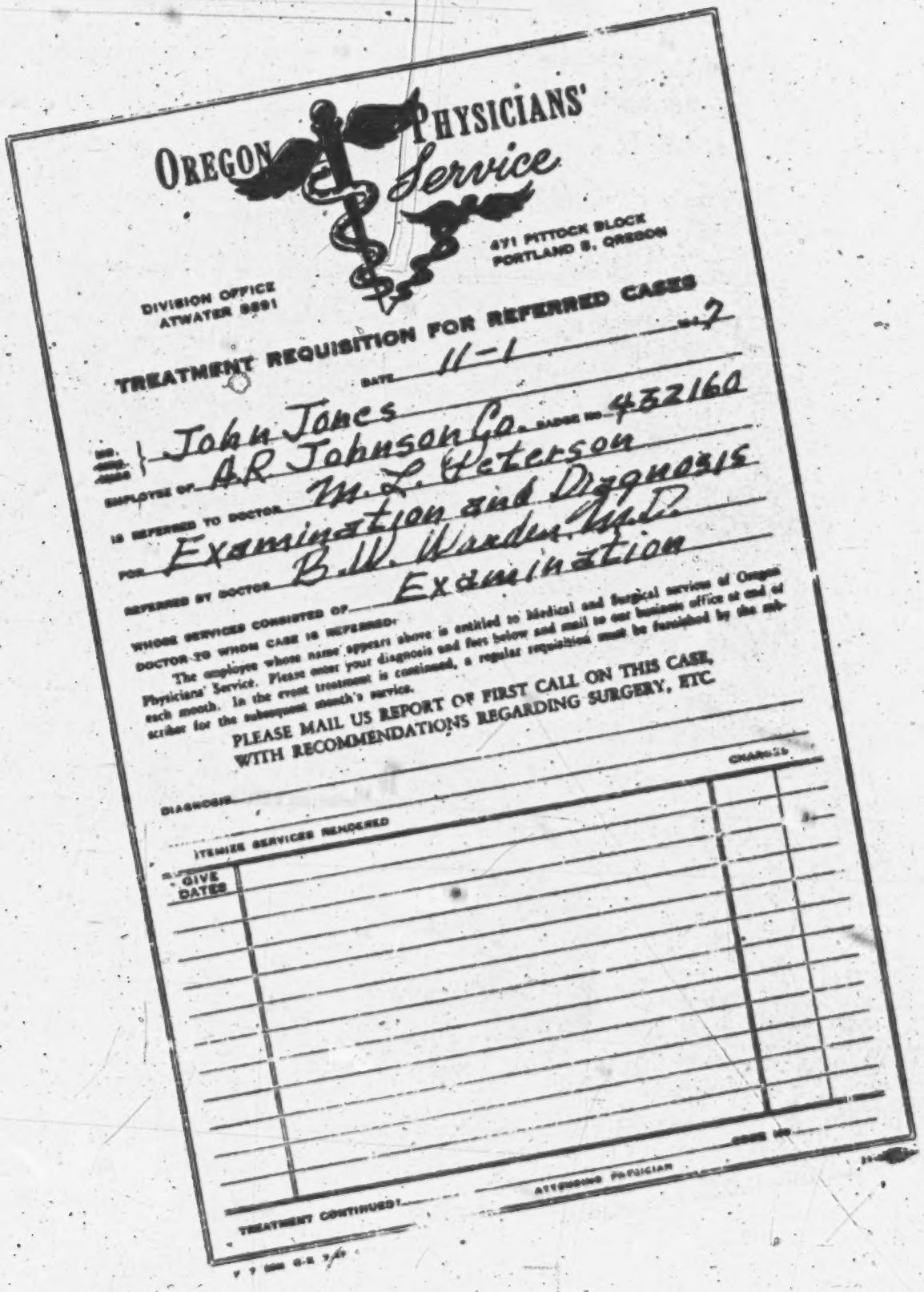


This card identifies the members of the **Semi-Full Coverage Medical and Hospital Service Plan.**

Identification Card; ASK TO SEE IT AT THE FIRST VISIT

REFERRED CASES

3688. 2341.



OREGON PHYSICIANS' Service

471 PITTOCK BLOCK
PORTLAND 5, OREGON

DIVISION OFFICE
ATWATER 9891

TREATMENT REQUISITION FOR REFERRED CASES

DATE 11-1 No. 7

MR. MRS. MISS } John Jones

EMPLOYED BY A.R. Johnson Co. RADIO NO. 432160

IS REFERRED TO DOCTOR W. L. Peterson

FOR Examination and Diagnosis

REFERRED BY DOCTOR B.W. Warden M.D.

WHOSE SERVICES CONSISTED OF Examination

DOCTOR TO WHOM CASE IS REFERRED:

The employee whose name appears above is entitled to Medical and Surgical services of Oregon Physicians' Service. Please enter your diagnosis and fees below and mail to our business office at end of each month. In the event treatment is continued, a regular requisition must be furnished by the subscriber for the subsequent month's service.

PLEASE MAIL US REPORT OF FIRST CALL ON THIS CASE, WITH RECOMMENDATIONS REGARDING SURGERY, ETC.

DIAGNOSIS

ITEMIZE SERVICES RENDERED — GIVE DATES	CHARGES

TREATMENT CONTINUED?

ATTENDING PHYSICIAN

ADDRESS

This "Referral" requisition identifies the subscriber who is being **referred** by one O.P.S. Cooperating Physician to another for consultation or treatment. **This form must be initially completed and given to the patient by the referring doctor.**

(Keep a supply in your office—pads of these requisitions are available at O.P.S. offices.)

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REPORTING O. P. S. CASES

In most instances it is impractical for the cooperating physician to determine for himself the extent of O.P.S. Liability for any case—this is particularly true where treatment of chronic conditions or elective surgery is concerned.

Neither may the cooperating physician **obligate** the service plan to the patient, as that is the function of the Business Office and the various Supervisory Committees.

THE INITIAL CASE REPORT is the physician's protection against error in the handling of O.P.S. cases.

By regulation of the Board of Directors, the attending doctor is required to send to the proper O.P.S. office an **Initial Case Report** on any case in which it is anticipated that the total cost to O.P.S. will exceed $25.00—in Multnomah County $10.00.

if:

1. { doctor bill / hospital bill / misc. expense } = **$25.00 or more**

2. { patient is referred to another physician, a dentist, a laboratory, or to a hospital for outpatient service.

SEND IN AN INITIAL CASE REPORT AFTER THE PATIENT'S FIRST CALL

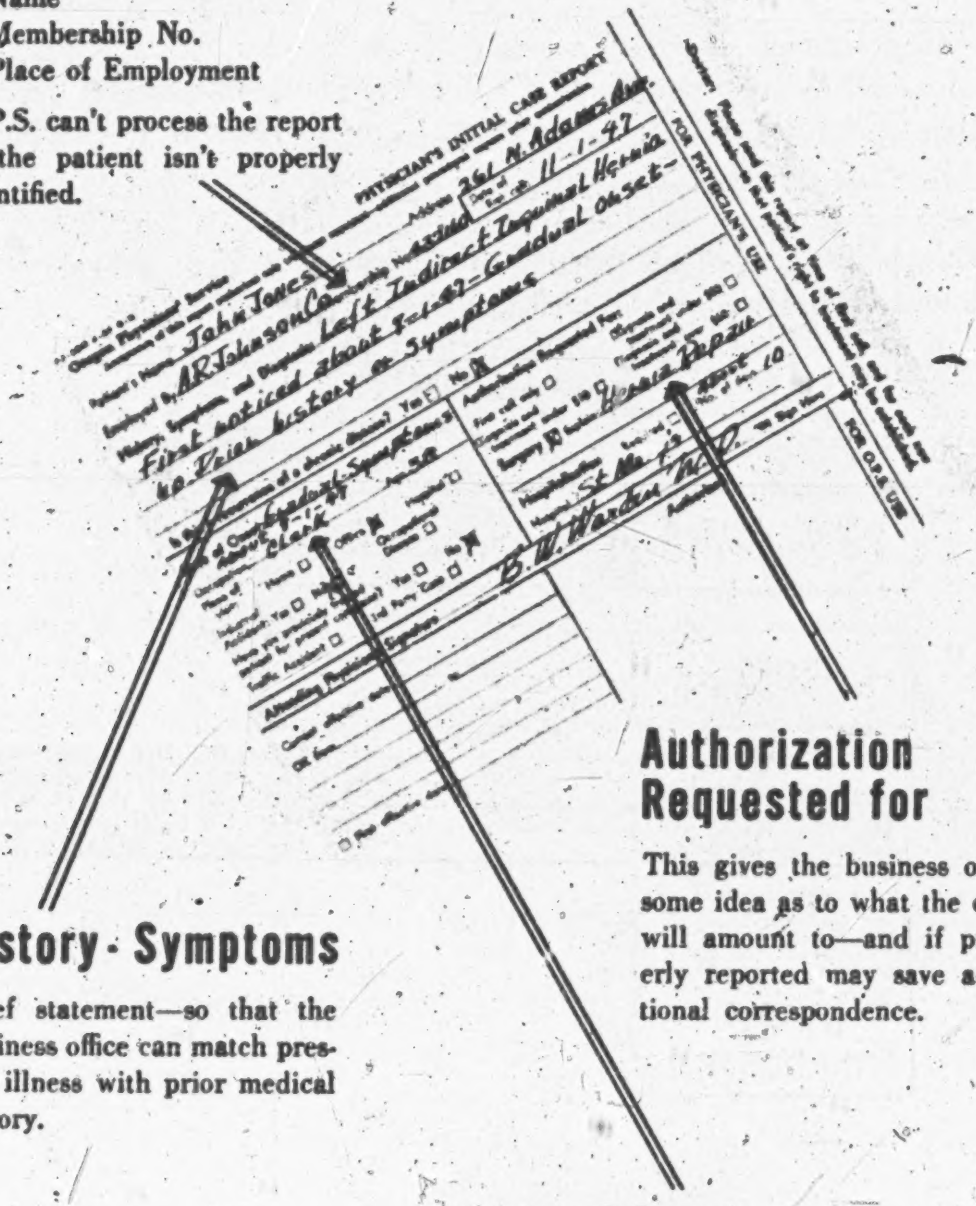
INITIAL CASE REPORT

(Order supplies of Initial Case Report from any O.P.S. office.)

Identifying Data

1 Name
2 Membership No.
3 Place of Employment

O.P.S. can't process the report if the patient isn't properly identified.



History - Symptoms

Brief statement—so that the business office can match present illness with prior medical history.

Authorization Requested for

This gives the business office some idea as to what the case will amount to—and if properly reported may save additional correspondence.

Date of Onset

Probably the most important part of the Initial Case Report. In Chronic Recurring cases give Both the onset of the present episode—and the true date of origin of the disease.

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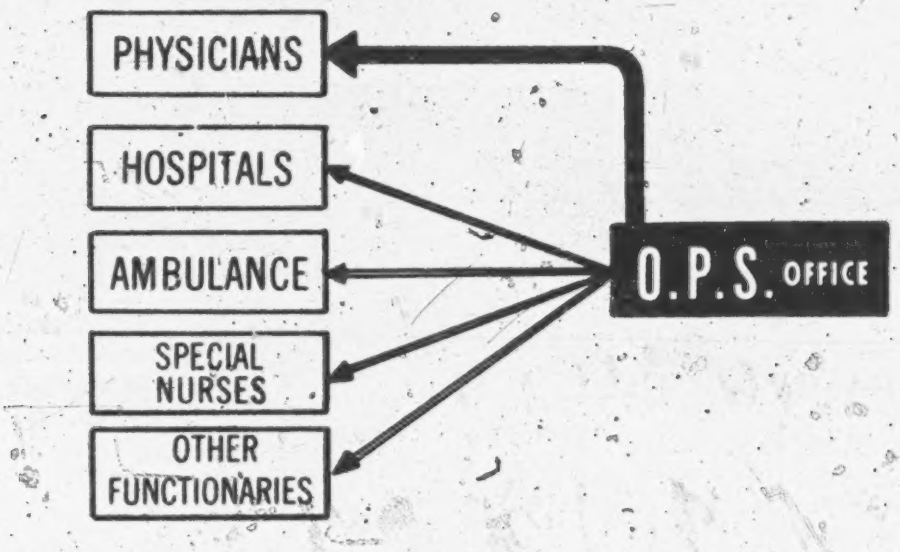
AUTHORIZATIONS - REJECTIONS

What the physician may expect in answer to his initial case report.

As O.P.S. extends coverage to other groups besides employe groups, it becomes increasingly necessary to relieve the physician from the chore of explaining O.P.S. liability to his patients—particularly where a **"Qualified"** authorization must be given.

Therefore, copies of **all** notices except **"unlimited"** authorizations are sent to the patients as well as the doctor and the hospital.

Notices Sent to:



ALL INTERESTED PARTIES ARE NOTIFIED

except when "unlimited authorization" is used.

Types of AUTHORIZATIONS

Unless otherwise stated, these authorizations acknowledge O.P.S. liability for indicated treatment—up to the maximums in the patient's type of coverage

Unlimited Authorization

A postcard form is sent to the physician simply acknowledging O.P.S. liability for treatment or surgery as requested.

Diagnosis Authorization

This notice authorizes the physician to go ahead with diagnostic workup of case **—When Diagnosis is Established an Additional Report is Required.**

Acute Phase Authorization

This notice obligates O.P.S. for indicated treatment of the **Acute Phase Only** of an illness.

Types of REJECTIONS

Subscriber Not A Member of Service Plan

No Liability of Any Kind.

Pre-existing Condition

Liable for first office visit only, or
No liability of any kind. (Notice will state which applies).

Condition Not Covered by Contract

No liability of any kind.

SPECIAL NOTICES

Routine notices do not adequately explain liability in all cases—unusual cases will be explained by letters or special notices.

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BILLING FOR O. P. S. CASES

RULES:

1 O.P.S. cases should be billed on either

a **Treatment Requisition** (brought to the doctor by the patient); or

an **O.P.S. Billhead** (order a supply from the nearest O.P.S. office).

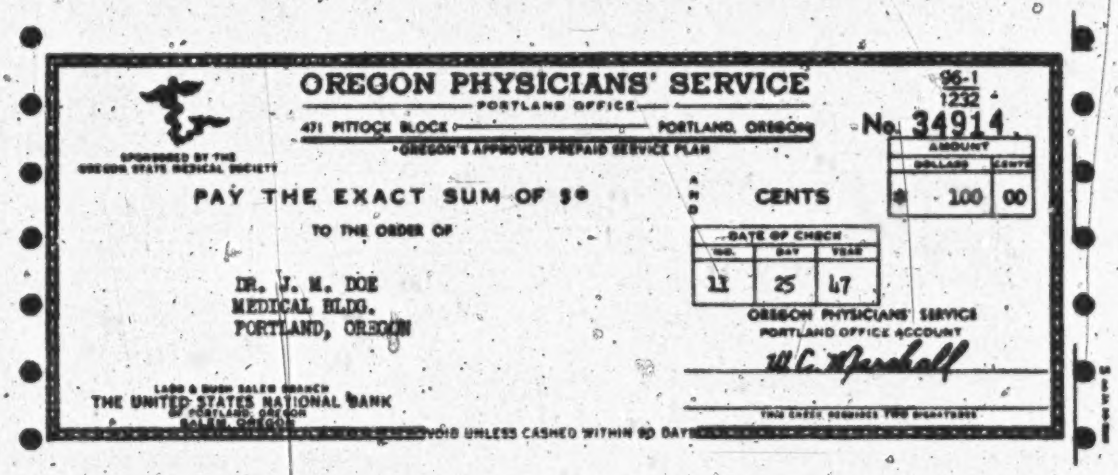
2 Bills should be in the proper O.P.S. office by the 10th of the month following service. If treatment is continued over several months—bill each month.

3 Bills should be filed according to O.P.S. **Fee Schedule.**

4 **O.P.S. Is Organized as a Service Plan**—A Cooperating physician, by the terms of his written cooperating agreement with O.P.S. accepts the O.P.S. fee as **Full Payment** for his services. **He May Not Make an Additional Charge to the Patient** except in covered obstetrical cases; for drugs and medicines used in home and office visits; for home and office visits in medical cases under the Surgical, Limited Medical, and Hospital Service Plan; and for the first call under the Semi-Full Coverage Plan.

PAYMENTS TO COOPERATING PHYSICIANS

Bills received by the 10th of the month are ordinarily paid within 30 days. O.P.S. payments are accompanied by vouchers showing:



OREGON PHYSICIANS' SERVICE
PORTLAND OFFICE
471 PITTOCK BLOCK — PORTLAND, OREGON
"OREGON'S APPROVED PREPAID SERVICE PLAN"
SPONSORED BY THE OREGON STATE MEDICAL SOCIETY

96-1
1232
No. 34914

PAY THE EXACT SUM OF $*
AND CENTS
AMOUNT: DOLLARS $ 100 | CENTS 00

TO THE ORDER OF

DR. J. M. DOE
MEDICAL BLDG.
PORTLAND, OREGON

DATE OF CHECK: MO. 11 | DAY 25 | YEAR 47

OREGON PHYSICIANS' SERVICE
PORTLAND OFFICE ACCOUNT
W. C. Marshall

LAND & BANK SALEM BRANCH
THE UNITED STATES NATIONAL BANK
PORTLAND, OREGON
SALEM, OREGON

THIS CHECK REQUIRES TWO SIGNATURES

VOID UNLESS CASHED WITHIN 90 DAYS

Column

1 Beginning and ending dates of service.
2 Patient's name.
3 Amount billed by physician —if adjusted.
4 Reason for adjustment*.
5 Amount allowed.
6 Percentage discount, if any.
7 Net amount of payment.

DATE FROM	DATE TO	PATIENT'S NAME	AMOUNT BILLED IF ADJUSTED	REASON FOR ADJ.	AMOUNT ALLOWED	PERCENTAGE	NET AMOUNT
9/5	9/6	Doe John D.	950	9	1100	85	935
9/6	9/7	Doe Mary J	1200	9	1100	85	935

*ADJUSTMENT CODES:

Code

1 Deleted amount included in flat fee.
2 O.P.S. liability limited to diagnosis.
3 Adjusted by Claims Supervisor.
4 Adjusted by Supervisory Committee.
5 O.P.S. liable for first office visit only —bill patient for balance.
7 Occupational injury—paid on SIAC schedule.
8 Year's treatment already completed —bill patient for balance.
9 Adjusted to fee schedule.

CLERICAL ERRORS IN ADJUSTMENTS will be corrected immediately upon notice of the mistake.

DIFFERENCES OF OPINION AS TO THE PROPRIETY OF ADJUSTMENTS should be called to O.P.S. attention in writing—so that cases may, if necessary, be referred to the proper Supervisory Committee.

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PHYSICIANS COOPERATING AGREEMENT AND STOCK SUBSCRIPTION

Staff membership in Oregon Physician's Service is predicated upon the physician's eligibility for membership in the Oregon State Medical Society. Accordingly, the physician who satisfies that requirement need only apply for staff membership status; execute a "Cooperating Agreement", and purchase membership stock in the corporation ($25.00 per share par value; redeemable at face value should the cooperating agreement be terminated).

Membership Stock Requirements

In cities under 1000 population	1 share
In cities over 1000 population	2 shares

COOPERATING AGREEMENT

Three covenants are agreed to by the physician:

1 That he will accept as patients such O.P.S. subscribers as present themselves. (In the case of a Consulting Specialist, this agreement applies to "referred" cases).

Note: A "consulting Specialist" is a physician who limits his practice to a specialty recognized by the A.M.A., and who requests to be so listed on the O.P.S. published list of Cooperating Physicians.

2 That he will accept as full payment for his services his pro rata share of the funds available for distribution to member physicians. (Funds are pro rated on the basis of a percentage of the O.P.S. Basic Fee Schedule.)

3 That he will give 90 days notice of any intention to terminate his cooperating agreement.

ADDITIONAL CHARGES TO PATIENTS

O.P.S. is a "service" plan. According to its service contracts, physicians' services are provided—not indemnities. Therefore **the physician may not make charges to O.P.S. patients over and above the fees he receives from O.P.S.,** except in the following instances:

1 In obstetrical cases under O.P.S. family coverage, the $50.00 fee allowed is only an "allowance" toward the physician's regular fee—the patient is expected to pay the difference.

2 O.P.S. patients are to pay for drugs, and medicines used in the physician's office or at home.

3 In cases where the patient is covered by the "Semi-Full Coverage Plan", he is to pay for the first office or home visit (exclusive of X-Ray and laboratory work).

4 Under the O.P.S. family coverage plan (Surgical, Limited Medical, Hospital Service Plan) patients are to pay all home and office visits in sickness cases.

PLEASE DO NOT HESITATE TO INQUIRE AT AN O.P.S. OFFICE SHOULD THERE BE ANY QUESTION ABOUT THE MEANING OF THE COOPERATING AGREEMENT.

MISCELLANEOUS INFORMATION about O. P. S. Programs

1. Industrial Medical Aid Contracts

Under Oregon's Workman's Compensation Law, the Industrial Accident Commission is empowered to subcontract with organizations such as O.P.S. for medical and hospital services in **industrial accident and occupational disease** cases. Likewise, it is possible for firms who do not come under the Workman's Compensation Law to contract with O.P.S. for medical and hospital care for industrial or "on the job" accidents.

Oregon Physicians' Service has a number of such contracts, both with the State Industrial Accident Commission and with employers not under the act. Generally speaking, the benefits available to workmen under these contracts are similar to those provided by the Accident Commission, except for the fact that they do not include time loss compensation payments or disability payments. In brief they include all necessary medical and/or hospital care for a period of two years from the date of the accident.

Special "Treatment Requisitions" are provided for the accounts having Industrial Medical Aid contracts with O.P.S. The clerical handling and routing of such cases should be the same as for regular O.P.S. cases, although payments to physicians on claims of this nature will be made at the State Industrial Accident Commission fee schedule rates.

2. Pay Office Account

—Continuation of Membership.

Of necessity, O.P.S. has set up a "Pay Office" account to accommodate group subscribers who leave their places of employment and go to work at some plant or office where O.P.S. coverage is not available. Any subscriber so leaving a group may make application for continuation of coverage as an individual "Pay Office" subscriber, provided, (1) he has been a group member for at least three consecutive months immediately preceding, and (2) is an average medical risk.

"Pay Office" subscribers are permitted to bring members of their immediate family under coverage in the "Surgical, limited medical, hospital plan". "Pay Office" subscribers' dues continue at the same rates as group subscribers with the exception that the dues are payable quarterly instead of monthly.

3. Veterans Program

O.P.S.—Home Town Care for Veterans Program.

Under a special contract with the United States Veterans Administration **service connected disabilities** may be treated for veterans by their family physicians. This program requires a little different handling than the usual O.P.S. case.

REQUEST FOR AUTHORITY

Before commencing treatment the attending O. P. S. staff physician should request authority. These re-